The Interconnector may also elect to purchase business interruption and contingent business interruption insurance, knowing that SWBT has no liability for loss of profit or revenues should an interruption of service occur.

22.2 Coverage Increases. The limits set forth in Section 24.1 may be increased by SWBT from time to time during the term of occupancy to at least such minimum limits as shall then be customary in respect of comparable situations within the existing SWBT buildings.

22.3 Primary Coverage. All policies purchased by the Interconnector shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by SWBT.

22.4 Effective Date. All insurance must be in effect on or before occupancy date and shall remain in force as long as any of the Interconnector's facilities or equipment remain within the Premises or the Building. If the Interconnector fails to maintain the coverage, SWBT may pay the premiums thereon and, if so, shall be reimbursed by the Interconnector.

22.5 Supporting Documentation. The Interconnector shall submit certificates of insurance and copies of policies reflecting the coverages specified above prior to the commencement of the work called for in this Agreement. The Interconnector shall arrange for SWBT to receive thirty (30) days advance written notice from the Interconnector's insurance company(ies) of cancellation, non-renewal or substantial alteration of its terms.

22.6 Carrier Recommendations. The Interconnector must also conform to the recommendation(s) made by SWBT's Property Insurance Company which Interconnector has already agreed to or to such recommendations as it shall hereafter agree to.

22.7 Material Breach. Failure to comply with the provisions of this section will be deemed a material violation of this Agreement.

ARTICLE XXIII - SWBT'S RIGHT OF ACCESS

SWBT, its agents, employees, and other SWBT-authorized persons shall have the right to enter the Premises at any reasonable time to examine its condition, make repairs required to be made by SWBT hereunder, and for any other purpose deemed reasonable by SWBT. SWBT may access the Premises for purpose of averting any threat of harm imposed by the Interconnector or its equipment or facilities upon the operation of SWBT

equipment, facilities and/or personnel located outside of the Premises. If routine inspections are required, they shall be conducted at a mutually agreeable time.

ARTICLE XXIV - PURPOSE AND SCOPE OF AGREEMENT

Through this Agreement, the Interconnector is placing telecommunications equipment and facilities on SWBT property for the purpose of connecting with SWBT's network only. The parties agree that this Agreement does not constitute, and shall not be asserted to constitute, an admission or waiver or precedent with any State commission, the Federal Communications Commission, any other regulatory body, any State or Federal Court, or in any other form that SWBT has agreed or acquiesced that any piece of Interconnector equipment or facility is "equipment necessary for interconnection or access to unbundled network elements" under 47 U.S.C. 251(c)(6).

ARTICLE XXV - MISCELLANEOUS

25.1 Exhibits. The following Exhibits are attached hereto and made part hereof:

Exhibit _____
Exhibit _____
Exhibit _____
Exhibit _____

25.2 Variations. In the event of variation or discrepancy between any duplicate originals hereof, including exhibits, the original Agreement held by SWBT shall control.

25.3 Governing Law. This Agreement shall be governed by the laws of the State in which the Premises are located, without regard to the choice of law principles thereof.

25.4 Joint and Several. If Interconnector constitutes more than one person, partnership, corporation, or other legal entities, the obligation of all such entities under this Agreement is joint and several.

25.5 Future Negotiations. SWBT may refuse requests for additional space in the Building or in any other SWBT premises if the Interconnector is in material breach of this Agreement, including having any past due charges hereunder. In any and each such event, the Interconnector hereby releases and shall hold SWBT harmless under Article XV from any duty to negotiate with the Interconnector or any of its affiliates for any additional space or physical collocation.

25.6 Paragraph Headings and Article Numbers. The headings of the articles and paragraphs herein are inserted for convenience only and are not intended to affect the meaning or interpretation of this Agreement.

25.7 Construction. This Agreement shall be interpreted and governed without regard to which Party drafted this Agreement.

25.8 Rights Cumulative. The rights of a Party hereunder are cumulative and no exercise or enforcement by such Party of any right or remedy hereunder shall preclude the exercise or enforcement of any other right or remedy hereunder or to which such Party is entitled to enforce.

25.9 Binding Effect. (a) This Agreement is binding upon the Parties hereto, their respective executors, administrators, heirs, assigns and successors in interest.

(b) All obligations by either party which expressly or by their nature survive the expiration or termination of this Appendix shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature.

25.10 Survival. The terms, provisions, representations, and warranties contained in this Agreement that by their nature and/or context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed and delivered this Agreement as of the day and year first above written.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT.

SOUTHWESTERN BELL TELEPHONE COMPANY

By: _____

Title: _____

US LONG DISTANCE

By: _____

Title: _____

Date: _____

ATTACHMENT A

Southwestern Bell Telephone Company
[Address and to the attention of per notice provision]

Re: **[Reference Identifier on Cover Sheet]**

Pursuant to the referenced Physical Collocation Agreement ("Agreement"), this letter constitutes a request to place the following additional equipment and/or facilities in the Premises:

Generic Name	# of Bays	Floor Loading	Power Req.	Heat Release

If this request is acceptable to Southwestern Bell Telephone Company ("SWBT"), please indicate that acceptance by executing both originals and returning one to the undersigned. With the return of an executed original, the Agreement shall be deemed amended to reflect that the listed equipment and facilities may be located in the Premises. In all other respects, the Agreement shall be unaffected.

If not acceptable, please let me know of SWBT's objections or conditions to its acceptance.

All capitalized terms not defined in this letter but defined in the Agreement shall have the meaning ascribed to such term in the Agreement.

US LONG DISTANCE

By: _____

Title: _____

Name: _____

AGREED AND ACCEPTED:

SOUTHWESTERN BELL TELEPHONE COMPANY

By: _____

Title: _____

Name: _____

Date: _____

APPENDIX ITR

SEPTEMBER 1996

APPENDIX ITR

Trunking Requirements:

This Appendix provides descriptions of the trunking requirements for LSPs to interconnect with SWBT. The attached scenarios depict the recommended trunk groups for message network, E911 and Operator Services interconnection. All references to incoming and outgoing trunk groups are from the perspective of the LSP.

A. LSP Originating (LSP to SWBT):

1. Local Traffic and IntraLATA Interexchange (Toll) Traffic:

When there are separate SWBT access and local tandems in an exchange, a separate local trunk group shall be provided to the local tandem and a separate intraLATA toll trunk group shall be provided to the access tandem. When SWBT has a combined local and access tandem in an exchange, intraLATA toll traffic may be combined with the local traffic on the same trunk group. When an LSP interconnects directly to a SWBT end office, local traffic may be terminated over a direct trunk group to the SWBT end office; however, intraLATA toll traffic shall be provided over a separate trunk group to the SWBT access tandem. This trunk group(s) shall be one-way outgoing only and can utilize either Multifrequency (MF) or Signaling System 7 (SS7) protocol signaling.

The designated trunk group traffic use code and modifier shall be as follows:

Trunk Group Type	To	Code & Mod	Scenario
Local Only	SWBT Local Tandem	**TOJ**	3,4
Local Only	SWBT End Office	**IEJ**	2,4
Local/IntraLATA Toll	SWBT Combined Local/ Access Tandem	**DDJ**	1,2
IntraLATA Toll Only	SWBT Access Tandem	**DDJ**	3,4

2. InterLATA Interexchange Traffic:

InterLATA traffic shall be transported to the SWBT access tandem over a separate trunk group from local and intraLATA toll traffic. This trunk group may be set up as one-way or two-way (two-way is preferred) and can utilize either MF or SS7 protocol signaling. The traffic use code and modifier for this trunk group should be **MDJ** (see Scenario 1, 2, 3 or 4).

3. IntraLATA 800/888:

A separate trunk group from the LSP to SWBT will be required for IntraLATA 800/888 service if the LSP chooses to handle the 800/888 database queries from its switch location. The purpose of the separate trunk group is to provide for the segregation of LSP originating 800/888 IntraLATA call volumes to ensure the proper billing of intercompany settlement compensation.

The trunk group shall be set up as one-way outgoing only and may utilize either MF or SS7 protocol signaling. The traffic use code and modifier for this trunk group should be **DD800J** (see Scenario 1, 2, 3 or 4).

When the LSP chooses SWBT to handle the 800/888 database queries from their switch location, all LSP originating 800/888 service queries will be routed over the InterLATA Interexchange Carrier **(MDJ)** trunk group. This traffic will include a combination of both InterLATA Interexchange Carrier 800/888 service and IntraLATA LEC 800/888 service that will be identified and segregated by carrier through the database query handled through the SWBT tandem switch.

4. E911:

A segregated trunk group will be required to each appropriate E911 tandem within the exchange in which the LSP offers Exchange Service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF signaling. The traffic use code and modifier for this trunk group shall be **ESJ** (see Scenario 1, 2, 3 or 4).

5. Mass Calling (Public Response Choke Network):

A segregated trunk group shall be required to the designated Public Response Choke Network tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. It is recommended that this group be sized as follows:

< 15001 access lines (AC)	2 trunks (min)
15001 to 25000 AC	3 trunks
25001 to 50000 AC	4 trunks
50001 to 75000 AC	5 trunks
> 75000 AC	6 trunks (max)

The traffic use code and modifier for this trunk group shall be **TOCRJ** (see Scenario 1, 2, 3 or 4).

B. LSP Terminating (SWBT to LSP):

1. Local Traffic and IntraLATA Interexchange (Toll) Traffic:

SWBT shall provide local traffic to the LSP over a separate trunk group from the local tandem. SWBT may choose to trunk directly to an LSP from a SWBT end office. In those exchanges where SWBT has a combined local and access tandem, SWBT shall normally combine the local and the IntraLATA toll traffic over a single trunk group to the LSP. When SWBT has a separate access and local

tandem in an exchange, a trunk group shall be established from each tandem to the LSP. This trunk group(s) shall be one-way incoming only and can utilize either MF or SS7 protocol signaling.

The designated trunk group traffic use code and modifier shall be as follows:

Trunk Group Type	From	Code & Mod	Scenario
Local Only	SWBT Local Tandem	**TGJ**	3,4
Local Only	SWBT End Office	**IEJ**	2,4
Local/IntraLATA Toll	SWBT Combined Local/ Access Tandem	**TCJ**	1,2
IntraLATA Toll Only	SWBT Access Tandem	**TCJ**	3,4

2. InterLATA Interexchange:

InterLATA traffic shall be transported from SWBT's access tandem over a separate trunk group from local and IntraLATA toll traffic. This trunk group may be set up as one-way or two-way (two-way is preferred) and can utilize either MF or SS7 protocol signaling. The traffic use code and modifier for this trunk group will be **MDJ** (see Scenario 1, 2, 3 or 4).

C. Operator Services:

1. No Operator Contract:

Inward Operator Assistance (Call Code 121) - LSP may choose from two interconnection options for Inward Operator Assistance as follows:

Option 1 - Interexchange Carrier (IXC) Interface

The LSP may utilize the Interexchange Carrier Network (see Scenario 6). The LSP operator will route its calls requiring inward operator assistance through its designated IXC POP to SWBT's TOPS tandem. SWBT shall route its calls requiring inward operator assistance to the LSP's Designated Operator Switch (TTC) through the designated IXC POP.

Option 2 - LSP Operator Switch

The LSP reports its switch as the designated serving operator switch (TTC) for its NPA-NXXs and requests SWBT to route its calls requiring inward operator assistance to LSP's switch. This option requires a segregated one-way (with MF signaling) trunk group from SWBT's Access Tandem to the LSP switch. The

traffic use code and modifier for this trunk group should be **OAJ** (see Scenario 7). The LSP's operator will route its calls requiring inward operator assistance to SWBT's operator over an IXC network. Two-way trunking on the OA group is not recommended.

2. Operator Contract with SWBT:

a. Directory Assistance (DA):

The LSP may contract for DA services only. A segregated trunk group for these services would be required to SWBT's TOPS tandem. This trunk group is set up as one-way outgoing only and utilizes MF and Operator Services signaling. The traffic use code and modifier for this trunk group should be **DAJ** (see Scenario 5).

b. Directory Assistance Call Completion (DACC):

The LSP contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to SWBT's TOPS tandem. This trunk group is set up as one way outgoing only and utilizes MF signaling. The traffic use code and modifier for this trunk group should be **DACCJ** (see Scenario 5).

c. Busy Line Verification:

When SWBT's operator is under contract to verify the LSP's end user loop, SWBT will utilize a segregated one-way with MF signaling trunk group from SWBT's Access Tandem to the LSP switch. The traffic use code and modifier for this trunk group should be **VRJ** (see Scenario 5).

d. Operator Assistance (0+, 0-):

This service requires a one-way trunk group from the LSP switch to SWBT's TOPS tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated as **ETCMFJ** (0-, 0+, DA, DACC) (see Scenario 5). If DA is not required or is transported on a segregated trunk group, then the group will be designated as **ETCM2J** (see Scenario 5). MF and Operator Services signaling will be required on the trunk group.

D. Trunk Design Blocking Criteria:

Trunk forecasting and servicing for the local and intraLATA toll trunk groups shall be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads (1% from the End Office to the Tandem and 1% from tandem

to End Office based on Neal Wilkinson B.01M [Medium Day-to-Day Variation] until traffic data is available). Listed below are the trunk group types and their objectives:

Trunk Group Type	Blocking Objective (Neal Wilkinson M)
Local Tandem	1%
Local Direct	2%
IntraLATA Interexchange	1%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	0.5%
InterLATA Direct	1%
InterLATA Tandem	0.5%

E. Forecasting/Servicing Responsibilities:

SWBT shall be responsible for forecasting and servicing the trunk groups terminating to the LSP. The LSP shall be responsible for forecasting and servicing the trunk groups terminating to SWBT end users and/or to be used for tandem transit to other provider's networks, operator services and DA service, and interLATA toll service. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications.

F. Servicing Objective/Data Exchange:

Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds. Upon request, each Party will make available to the other, trunk group measurement reports for trunk groups terminating in the requesting Party's network. These reports will contain offered load, measured in CCS (100 call seconds), that has been adjusted to consider the effects of overflow, retrials and day-to-day variation. They will also contain overflow CCS associated with the offered load, day-to-day variation, peakedness factor, the date of the last week in the four week study period and the number of valid days of measurement. These reports shall be made available at a minimum on a semi-annual basis upon request.

Parties agree that no more than 2% of the first route, direct or alternate final trunk groups carrying local or intraLATA toll traffic will exceed a measured blocking threshold of 3% (1% design blocking objective) during a designated study period. Parties also agree that no more than 2% of the first route, direct or alternate final trunk groups carrying interLATA traffic will exceed a measured blocking threshold of 2% (1/2% design blocking objective) during a designated study period. These objectives shall be based upon 20 valid days of measurement data and a trunk group size of seven or more trunks. Parties shall monthly self report % No Circuit (NC) blocking on these groups to requesting parties by the 15th of the month following the report month based upon a designated four week study period ending the last full week, containing no holidays, of the calendar month. The % NC report will identify any trunk group that exceeds its

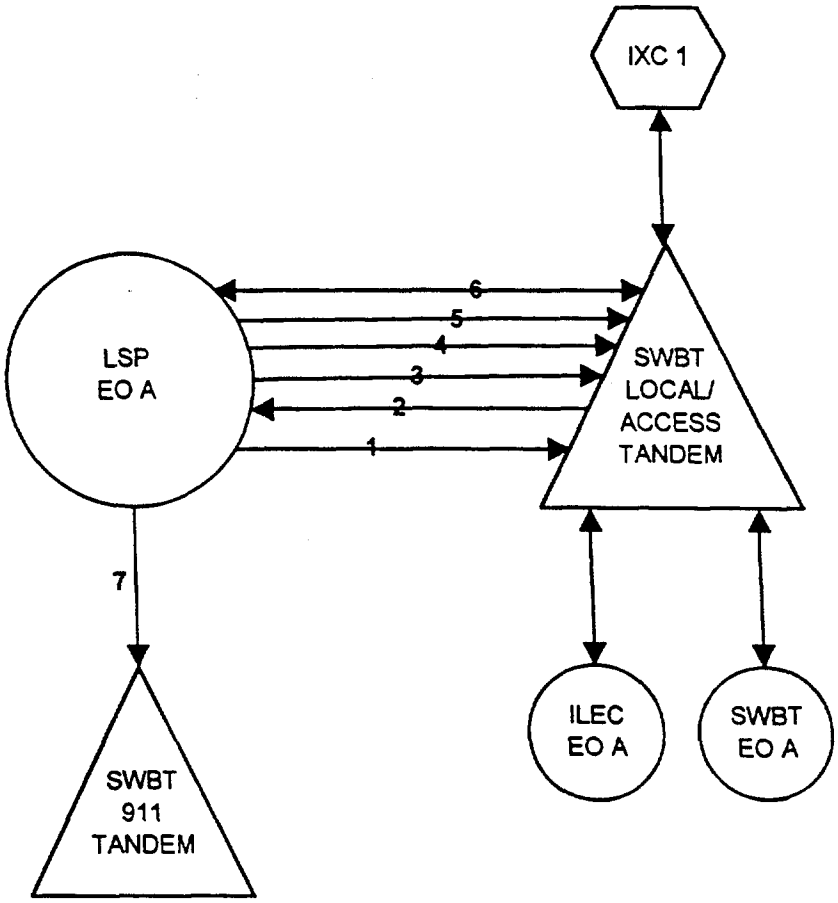
measured blocking threshold by its common language code. The following information shall also be reported: design blocking objective, measured blocking, busy hour, number of valid days when all measurements were available during the study period and an explanation for the excessive blocking. The measured blocking % NC shall be calculated by dividing the number of blocked calls by the number of offered calls. Exceptions to the threshold objectives will be made for groups overflowing due to weather/natural disaster, facility/central office failure, mass calling/telemarketing events and other extreme non-representative events.

G. Trunk Facility Under Utilization:

At least once a year both parties will exchange trunk group measurement reports (as detailed in Section F) for trunk groups terminating to the other Party's network to determine whether there is excess trunk group capacity. Each Party will determine the required trunks for each of the other Party's trunk groups for the previous 12 months. The required trunks will be based on the objective blocking criteria included in Section D and time consistent average busy hour usage measurements from the highest four consecutive week (20 business day) study. Excess capacity exists when a trunk group, on a modular trunk group design basis, has 48 trunks. Trunk groups with excess capacity will be identified and communicated to the other party as candidates for downsizing. If excess capacity is found to exist, and a Party with excess capacity on a trunk group wishes to retain the current trunk group size or increase it, the Party agrees to compensate the other Party if during the next 12 month period, the trunk group continues to have excess capacity. The Party agrees to a rate of $5,000 per year, per modular trunk design digroup (24 trunks), over the required trunks (plus 10% allowable spare expressed on modular trunk design basis).

SCENARIO 1

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM WITHOUT DIRECT END OFFICE, ILEC OR IXC TRUNKING



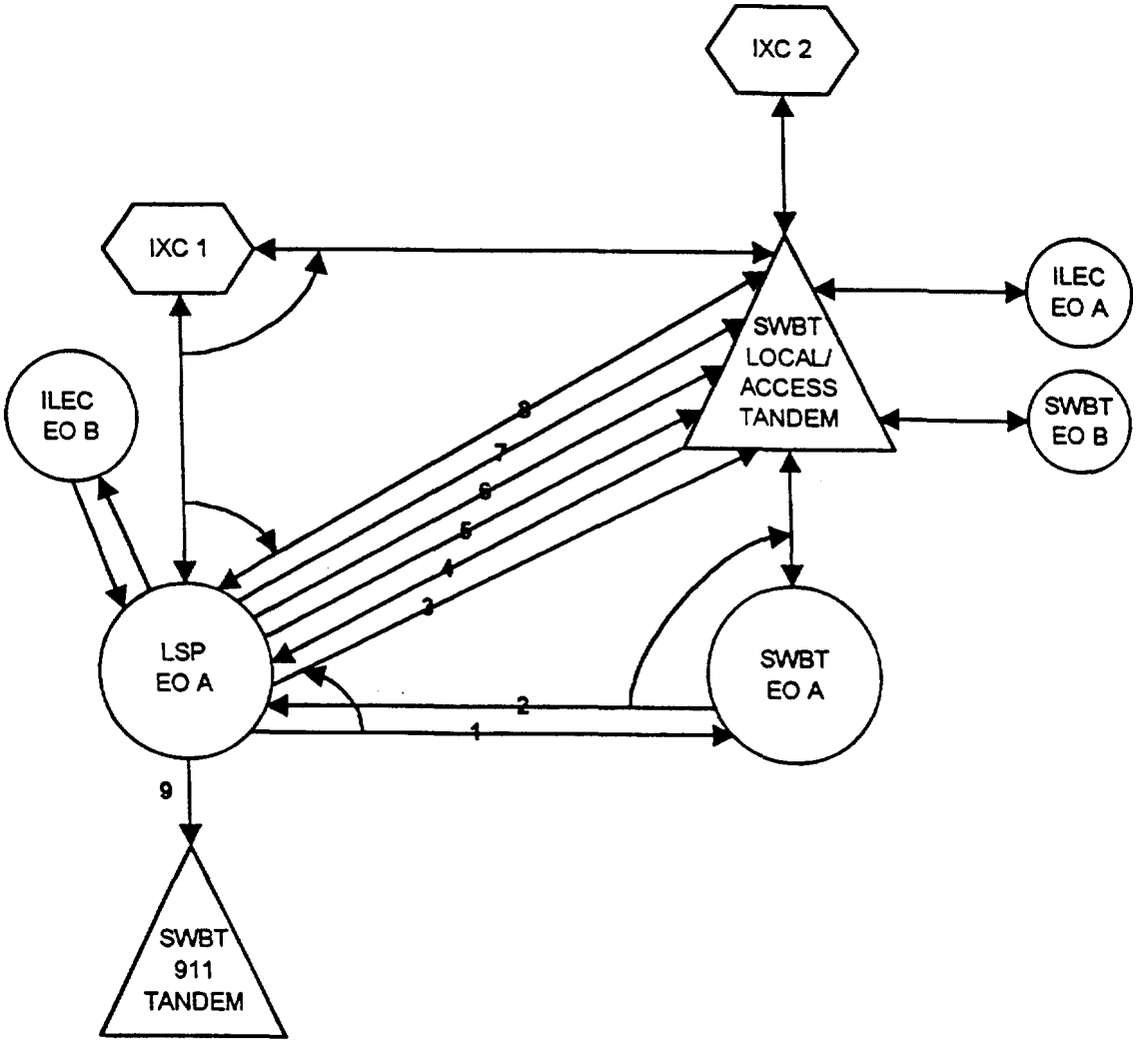
TRAFFIC USE/MODIFIER	DESCRIPTION
1. DDJ	INTRALATA AND LOCAL (SS7 SIGNALING)
2. TCJ	INTRALATA AND LOCAL (SS7 SIGNALING)
3. TOCRJ	MASS CALLING (MF SIGNALING)
4. DD800J	INTRALATA 800 (MAXIMIZER 800)(SS7 SIGNALING) #
5. MDJ	INTERLATA ONLY (MF SIGNALING) @
6. MDJ	INTERLATA ONLY (SS7 SIGNALING)
7. ESJ	EMERGENCY SERVICE (MF SIGNALING)

@ Required at the Dallas 4 ESS switch only for 10XXXX # cut through and Feature Group B over D.

Required if SWBT does not perform the database query for the LSP.

SCENARIO 2

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM WITH SOME DIRECT END OFFICE, ILEC AND IXC TRUNKING



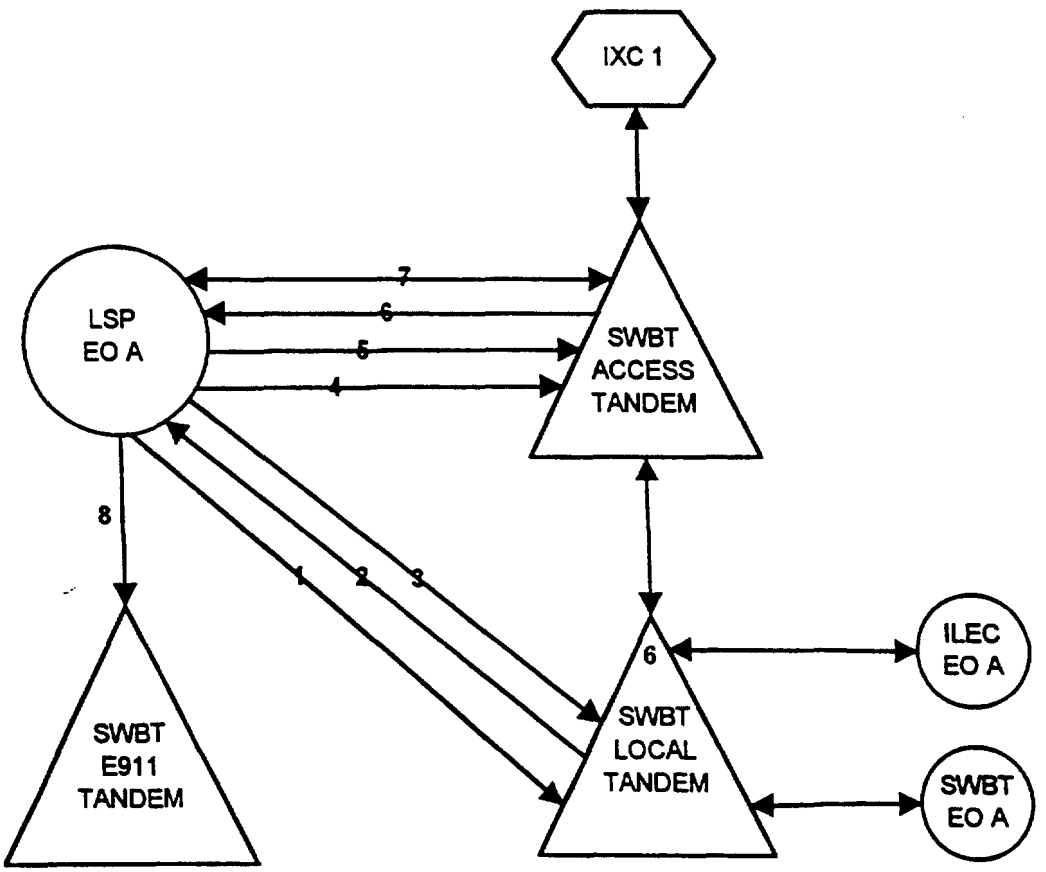
TRAFFIC USE/MODIFIER	DESCRIPTION
1. IEJ	LOCAL ONLY (SS7 SIGNALING)
2. IEJ	LOCAL ONLY (SS7 SIGNALING)
3. DDJ	INTRALATA AND LOCAL (SS7 SIGNALING)
4. TCJ	INTRALATA AND LOCAL (SS7 SIGNAILING)
5. TOCRJ	MASS CALLING (MF SIGNALING)
6. DD800J	INTRALATA 800 (MAXIMIZER 800) (SS7 SIGNALING) #
7. MDJ	INTERLATA ONLY (MF SIGNALING) @
8. MDJ	INTERLATA ONLY (SS7 SIGNALING)
9. ESJ	EMERGENCY SERVICE (MF SIGNALING)

@ Required at the Dallas 4 ESS switch only for 10XXXX # cut through and Feature Group B over D.

Required if SWBT does not perform the database query for the LSP.

SCENARIO 3

SINGLE RATE AREA - SEPARATE SWBT LOCAL AND ACCESS TANDEMS WITHOUT DIRECT END OFFICE, ILEC OR IXC TRUNKING

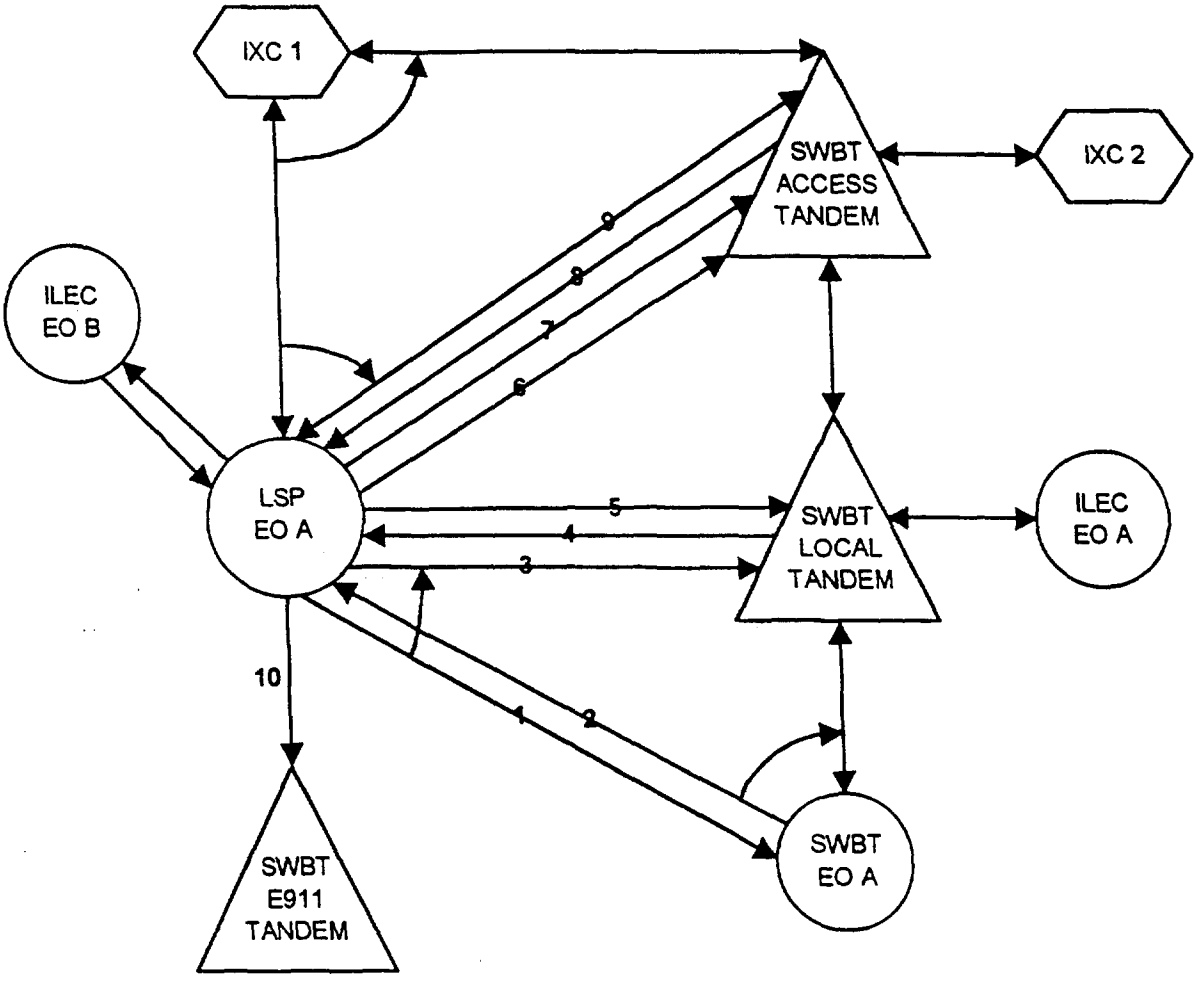


TRAFFIC USE/MODIFIER	DESCRIPTION
1. TOJ	LOCAL ONLY (SS7 SIGNALING)
2. TGJ	LOCAL ONLY (SS7 SIGNALING)
3. TOCRJ	MASS CALLING (MF SIGNALING)
4. DD800J	INTRALATA 800 (MAXIMIZER 800) (SS7 SIGNALING) #
5. DDJ	INTRALATA ONLY (SS7 SIGNALING)
6. TCJ	INTRALATA ONLY (SS7 SIGNALING)
7. MDJ	INTERLATA ONLY (SS7 SIGNALING)
8. ESJ	EMERGENCY SERVICE (MF SIGNALING)

 # Required if SWBT does not perform the database query for the LSP.

SCENARIO 4

SINGLE RATE AREA - SEPARATE SWBT LOCAL AND ACCESS TANDEMS WITH SOME DIRECT END OFFICE, ILEC AND IXC TRUNKING

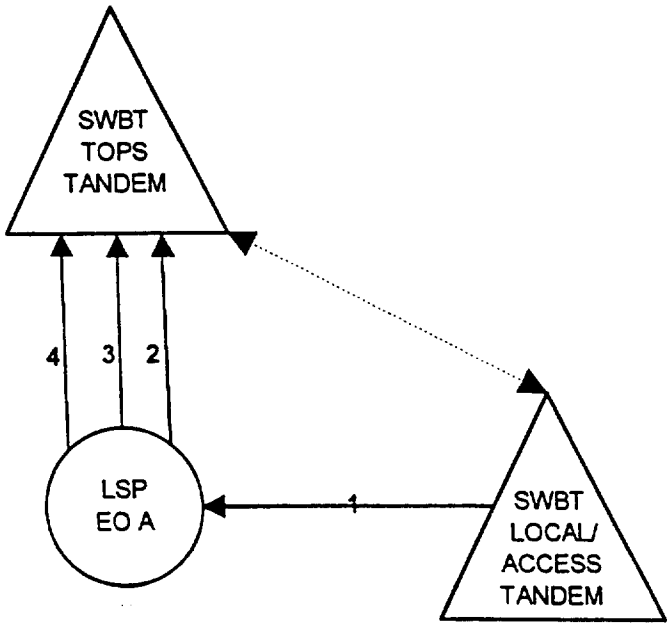


TRAFFIC USE/MODIFIER	DESCRIPTION
1. IEJ	LOCAL ONLY (SS7 SIGNALING)
2. IEJ	LOCAL ONLY (SS7 SIGNALING)
3. TOJ	LOCAL ONLY (SS7 SIGNALING)
4. TGJ	LOCAL ONLY (SS7 SIGNALING)
5. TOCRJ	MASS CALLING (MF SIGNALING)
6. DD800J	INTRALATA 800 (MAXIMIZER 800) (SS7 SIGNALING) #
7. DDJ	INTRALATA ONLY (SS7 SIGNALING)
8. TCJ	INTRALATA ONLY (SS7 SIGNALING)
9. MDJ	INTERLATA ONLY (SS7 SIGNALING)
10. ESJ	EMERGENCY SERVICE (MF SIGNALING)

Required if SWBT does not perform database query for the LSP.

SCENARIO 5

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM WHERE SWBT IS THE OPERATOR SERVICES PROVIDER FOR THE LSP

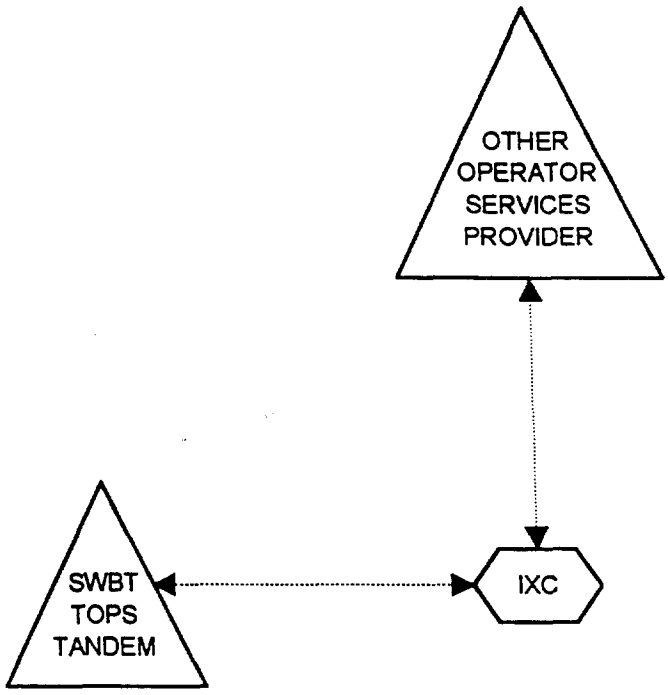


TRAFFIC USE/MODIFIER	DESCRIPTION
1. VRJ	BUSY LINE VERIFICATION (MF SIGNALING)
2. DACCJ	DIRECTORY ASSISTANCE/DIRECTORY ASSISTANCE CALL COMPLETION (MF SIGNALING, OPERATOR SERVICES SIGNALING)
3. ETCM2J	0-, 0+ COMBINED COIN AND NONCOIN (MF SIGNALING, OPERATOR SERVICES SIGNALING)
4. ETCMFJ	0-, 0+, DA, DACC COMBINED COIN AND NONCOIN (MF SIGNALING, OPERATOR SERVICES SIGNALING)

SCENARIO 6

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM WHERE SWBT IS NOT THE OPERATOR SERVICES PROVIDER FOR THE LSP

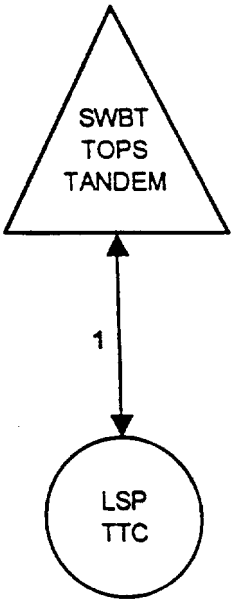
121 INWARD OPERATOR ASSISTANCE



Note: This scenario would use existing Interexchange Carrier Network.

SCENARIO 7

SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM WHERE SWBT IS NOT THE OPERATOR SERVICES PROVIDER FOR THE LSP AND THE LSP'S SWITCH IS THE DESIGNATED OPERATOR SWITCH (TTC) FOR 121 INWARD ASSISTANCE



TRAFFIC USE/MODIFIER	DESCRIPTION
1. OAJ	ACCESS TO INWARD OPERATOR (121) (MF SIGNALING)

APPENDIX WP

SEPTEMBER 1996

Appendix WP

WHITE PAGES DIRECTORY APPENDIX

SWBT and USLD agree to the following terms and conditions for the printing and distribution of White Pages directories:

1. SWBT publishes White Pages directories for geographic areas in which USLD also provides local exchange telephone service, and USLD wishes to include listings information for its end users in the appropriate SWBT White Pages directories.

2. USLD also desires distribution to its end users of the White Pages directories that include listings of USLD's end users.

3. NOW THEREFORE, in consideration of these premises, SWBT and USLD agree as follows:

I. SERVICE PROVIDED

A. Subject to SWBT's practices, as well as the rules and regulations applicable to the provision of White Pages directories, SWBT will include in appropriate White Pages directories the primary alphabetical listings of all USLD end users located within the local directory scope. The rules, regulations and SWBT practices are subject to change from time to time.

B. Prior to the issuance of a particular directory and at such time or times as may be mutually agreed, the USLD shall furnish to SWBT, in a form acceptable to both Parties, subscriber listing information pertaining to USLD end users located within the local directory scope, along with such additional information as SWBT may require to prepare and print the alphabetical listings of said directory.

C. USLD may provide USLD's subscriber listing information to SWBT for inclusion in the White Pages directory via either a mechanical or manual feed of the listing information to SWBT's listing database or the USLD may choose to provide listings in the form of camera ready copy.

D. If USLD provides its subscriber listing information to SWBT via a mechanical or manual feed such listings are to be alphabetically interfiled (interspersed) in the SWBT directory among SWBT subscriber listings. If USLD provides its subscriber listing information to SWBT in the form of camera ready copy, SWBT will include such listings as a separate section of the White Pages directory included in a separate section of the SWBT White Pages directory.

Sixty (60) days prior to the business office close date for a particular directory, SWBT shall provide USLD a verification list of its subscriber listings, as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each USLD end user. USLD shall review this verification list and shall submit to SWBT any necessary additions, deletions or modifications within thirty (30) days of receipt of the list from SWBT.

E. If USLD provides its subscriber listing information to SWBT in the form of camera ready copy. SWBT shall provide USLD sixty (60) days written notice of the date by which USLD must provide this information to SWBT.

F. Sixty (60) days prior to the directory close, USLD shall provide to SWBT written specification of the total number of directories that it will require, along with the number of directory(ies) that each USLD end user will require. SWBT will provide one (1) copy of the directory to USLD end users, unless otherwise instructed by the USLD.

G. SWBT will include USLD specific information (i.e., business office, residence office, repair bureau, etc.) in the White Pages directory on an "index-type" informational page. This page will also include specific information pertaining to other LSPs. At its option, USLD shall provide SWBT with its logo and information in the form of a camera ready copy, sized at 1/8th of a page.

H. USLD shall be provided a single "Informational Page" in the informational section of the White Pages directory covering a geographic area. This page shall be no different in style, size, color and format than SWBT "Informational Pages". Sixty (60) days prior to the directory close date, the USLD shall provide to SWBT the "Informational Page" in the form of camera- ready copy.

II. USE OF SUBSCRIBER LISTING INFORMATION

A. USLD authorizes SWBT to use the subscriber listing information provided to SWBT pursuant to this Appendix for the sole purpose of including the listings in the appropriate printed White Pages directory and directory assistance databases where such service is provided by SWBT.

B. At USLD's request, SWBT shall transmit USLD's end user listing information to designated third party directory publishers for a one-time administrative fee of $100.00 per directory publisher.

III. COMPENSATION

A. The compensation rates for the services described herein are identified on

Exhibit I. If USLD provides its subscriber listing information to SWBT via a mechanical or manual feed of the listings to SWBT's listings database, SWBT will assess per book copy, per subscriber line, charge when directories are delivered to USLD end user premises, or an annual, per book copy charge when delivered in bulk to USLD. Included in this rate, USLD will receive for its end user, one single listing in SWBT's White Page directory, and one copy of the directory delivered to either its end user's premises, or in bulk to the USLD location. Alternately, should USLD so desire, SWBT agrees to provide to USLD for a monthly recurring charge one single listing in SWBT's White Page directory, and one copy of the directory delivered to either its end user's premises, or in bulk to the USLD location.

SWBT agrees to provide USLD, at the time of its initial request, up to five (5) percent additional book copies, of its annual directory forecast, at no additional charge.

B. Where an USLD end user requires additional listings to appear in the White Pages directory, SWBT will assess USLD an annual charge for such listings at existing SWBT tariff rates.

C. For any "Subsequent" directory delivery to USLD end users, SWBT shall charge USLD a per book copy charge. This rate is also applicable, per book copy, when subsequent directories are delivered in bulk to the USLD.

D. For inclusion of the USLD "informational Page" in the White Pages directory, SWBT shall charge the USLD an annual fee for inclusion in the Metropolitan area book.

IV. ASSIGNMENT

The subscriber listing information shall remain the property of USLD. Except as stated in Section II herein, SWBT shall not sublicense, assign, sell or transfer the subscriber listing information provided hereunder, nor shall SWBT authorize any other company or any person to use the subscriber listing information for any other purpose. SWBT shall take appropriate measures to guard against any unauthorized use of the listings provided to it hereunder (at least the same measures SWBT takes to protect its own listings from unauthorized use), whether by SWBT, its agents, employees or others.

V. LIABILITY

A. USLD hereby releases SWBT from any and all liability for damages due to errors or omissions in USLD's subscriber listing information as provided to SWBT under this Appendix, and/or USLD's subscriber listing information as